U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

## FORM LM-30 LABOR ORGANIZATION OFFICER AND **EMPLOYEE REPORT**

Form approved Office of Management and Budget No. 1215-0188 Expires 11-30-2006

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C 439 or 440.



READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number U - 720	2. Fiscal Year Covered From:
·	1 / 1 / 2004 Through: 12 / 31 / 2004
3. Name and address of person filing.	4. Name, file number, and address of labor organization.
Name Nancy Lynch	Name Actors' Equity Association
	Labor Organization File Number 006-029
P.O. Box, Bldg., Room No., if any c/o Actors' Equity Assoc.	P.O. Box, Building and Room Number, if any
Street 165 West 46th Street	Street 165 West 46th Street
City New York	City New York
State New York ZIP Code + 4 10036	State New York ZIP Code + 4 10036
5. Position in labor organization. Outside Business Representative	
Enter appropriate data below If, during the past fiscal year, you or your spo	use or minor child directly or indirectly had any of the following interests
(except as specified in the exclusions set forth in the instructions):	
A. Held an interest in, engaged in transactions (including loans) with, or derived income or other economic benefit of monetary value from an employer whose employees your organization represents or is actively seeking to represent.	
6. Name and address of Employer (including trade name, if any).	7.a. Nature of Interest, Transaction, or Income.
Name Michael Gennero	As required to perform my duties under the collective bargaining agreement, I received (1) ticket on March 4, 2004 to "Baby"; May 13, 2004 to
Trade Name, if any: Papermill Playhouse	"Guys and Dolls"; August 19, 2004 to "Of Thee I Sing"; October 7, 2004 to "She Loves Me".
P.O. Box, Bldg., Room No., if any	
	7.b. Amount.
Street Brookside Drive	
City Millburn	\$253
State New Jersey ZIP Code + 4 07041	
Signature	
15. Signature and verification. The undersigned declares, under penalty of Perjury and other applicable penalties of the law, that all of the information submitted in this report (including the information contained in any accompanying documents), has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)	
1. I /	and the state of t
Signed Hancy Lynch	On 8/11/2005 212-869-8530
	Date Telephone Number

Name of Person Filing Nancy Lynch	File Number U-	
B. Held an interest in or derived income or economic benefit with monetary va substantial part of which consists of buying from, selling or leasing to, or other of an employer whose employees your labor organization represents or is acti (2) any part of which consists of buying from or selling or leasing directly or includedling with your labor organization or with a trust in which your labor organization.	wise dealing with the business vely seeking to represent, or lirectly to, or otherwise	
8. Name and address of Business (including trade name, if any).  Name  Trade Name, if any:  P.O. Box, Bldg., Room No., if any  Street  City  State  ZIP Code + 4	9. Business deals with:  a. Labor Organization  b. Trust  c. Employer	
10. If 9.b. or 9.c. is checked give trust or employer's name.	11.a. Nature of such dealing.	
Name  Trade Name, if any:  P.O. Box, Bldg., Room No., if any		
Street	11.b. Approximate dollar value of such dealing.	
City	12.a. Nature of interest held or income received.	
State ZIP Code + 4		
	12.b. Amount.	
C. Received from any employer (other than an employer covered under parts A and B above) or from any labor relations consultant to an employer any payment of money or other thing of value.		
13.a. Name and address of Employer or Labor Relations Consultant (including trade name, if any).  Name  Trade Name, if any:  P.O. Box, Bldg., Room No., if any  Street  City  State  ZIP Code + 4	14.a. Nature of payment.	
13.b. Is the Business an Employer or Consultant ?	14.b. Amount of payment.	

understudy or other Actor, an additional payment equal to one-eighth of his own weekly salary.

In the event a cast change occurs within five hours prior to half-hour, the Producer will only be required to make a public address announcement of said change. For all subsequent performances, all of the aforementioned rules shall apply.

Unless Equity shall otherwise order, the Producer shall not require the Actor to alternate with an understudy or a successor, and if replaced by either, he may not thereafter be required (unless Equity orders otherwise) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made according to the terms of the Actor's agreement.

## 11. CHORUS.

Should the Producer of a Non-Resident Dramatic Stock Company desire to present a production, musical or dramatic, utilizing a singing or dancing Chorus, the following terms and conditions will apply:

(A) <u>Parts Determination</u>. The Producer shall furnish to Equity a list of all proposed and scheduled productions prior to the beginning of the season. Equity shall submit to the Producer a list of all Principal roles and a list of all parts for which a Chorus Actor shall receive extra payment. Should a production be sufficiently changed either by cutting, by re-writing or by re-choreographing, to make questionable the category in which a particular part belongs, final determination shall be made by Equity.

The Producer shall furnish to Equity the scripts of scheduled new musicals and new adaptations of musical productions, along with cast breakdowns of Principal roles, number of Chorus Actors to be employed, and a schedule of all functions for which Chorus Actors will receive additional payments.

Equity will then respond with its breakdown of Principal and Chorus roles and, after consultation with the Producer, Equity will make determinations for contract filing. Final determination will be made when the show is frozen, and contracts will be changed to reflect this determination. Equity's determination will be final and binding.

- (B) Chorus Assignments Requiring Additional Compensation. A member of the Chorus shall not be permitted to play a part, understudy a Principal role, a Principal Singer, or a Principal Dancer, sing a song or do a number that belongs to a Principal Actor, Principal Singer or Principal Dancer, or for which a Principal Actor, Principal Singer, or Principal Dancer should be engaged; nor shall a member of the Chorus be permitted to do a solo or specialty unless there is an agreement in writing between the member of the Chorus and the Producer specifying additional payment for said additional work, which payment shall not be less than the minimum specified below.
  - (1) Playing a Part, a Bit or a Specialty. If a member of the Chorus is required to play a part (except as Understudy) which was played by a Principal Actor in the

(B) Meetings; Privilege of Actors to Attend. The Producer shall not schedule rehearsals nor require the services of the Actor for rehearsals at any time when a regularly called meeting of Equity is being held within a radius of 25 miles of where the Actor is rehearsing or performing, except in cases where Dress Rehearsals or rehearsals on the opening date are being held. Time off for this purpose shall not be counted as part of that day's rehearsal.

(C) <u>Special Power to Act for Actor</u>. Equity may represent Actors in any dispute which may arise with the Producer; and Equity may, at all times, represent Actors in relation to any matter arising under any employment agreement, and when any act, request, or consent of any such Actor is provided for in such agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval, or act of the Actors.

Whenever it is provided in any employment contract that any act or thing may be done by an Actor at the option of, with the consent of, or at the request of Equity, or on the demand of, or with the consent of such Actor, Equity, representing the Actor, has and is given the authority to act for and in place of the Actor and to assert his position or make his request or demand, as the case may be, with all of the power and authority of the Actor himself, without liability to Equity.

In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, Equity has and reserves full discretionary power to give its consent to change, modify or limit rights of any Actor under his contract. Said action shall be taken on behalf of the Association in writing by either the President or the Executive Director, or by one of the executives authorized by either of said officers to act.

- (D) <u>Equity Powers</u>. Should there be any conflict between any rules or any basis for more that one interpretation as to the meaning of any of them, the Council of Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Equity and the Actors.
- (E) Representatives. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances.
- (F) <u>Oral and Written Interpretations</u>. Oral or telephone rulings made by Equity are not binding upon the Association or, except with its consent, upon Actors. Written rulings or interpretations of either the employment contract or this Agreement must be either approved by, or given by, the President or the Executive Director or by one of the executives authorized by either of said officers to act. Such rulings or interpretations shall be binding upon the Association only when said persons act within the powers delegated to them by the Council of Equity. Oral rulings shall be confirmed in writing.